

3-183A002



RECORDATION NO. 17807 A
FILED 1993

JUL 2 1993 10:35 AM

INTERSTATE COMMERCE COMMISSION

FEDERAL EXPRESS

June 30, 1993

Mrs. Mildred Lee
Interstate Commerce Commission
12th and Constitution Avenue, NW Rm. 2303
Washington, DC 20423

JUL 2 10 31 AM '93
MOTOR OPERATING UNIT

Re: Amendment No. 1 dated as of September 9, 1992 ("Amendment")
to the Railcar lease Agreement dated as of April 22, 1992 ("Lease")
between The CIT Group/Equipment Financing, Inc. ("Lessor")
and Inland Steel Flat Products Company, as assignee of Incoal Company ("Lessee")

Dear Mrs. Lee:

Enclosed please find two originally executed and notarized forms of Amendment No. 1. The Railcar Lease Agreement with Inland Steel Flat Products Company, as assignee of Incoal Company ("Lessee") was originally filed with the Interstate Commerce Commission on May 29, 1992 at 2:50P.M. assigned recordation number 17807. I request that you record the enclosed Lease Amendment No. 1. I have enclosed a check for \$16.00 to cover the filing fee.

Please return one of the stamped recorded Lease Extensions to the address noted above. Should you require any additional information, please call me at (212) 536-9463.

Very truly yours,

A handwritten signature in cursive script that reads "Heidi Liss".

Heidi Liss
Credit Coordinator

HL/tr
Enclosure
cc: I. Finkelson

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

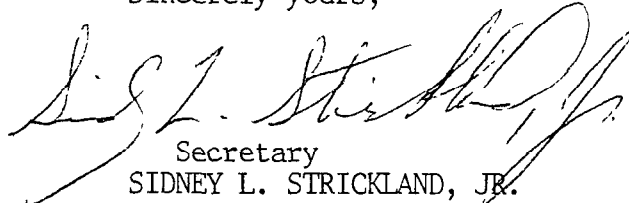
Heidi Liss
Credit Coordinator
The CIT Group Capital Equip. Financing Inc
1211 Avenue Of The Americas
New York, N.Y. 10036

Dear

Sir:

The enclosed document(s) was recorded pursuant to the provisions
of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303,
on **7/2/93** at **10:35am**, and assigned
recording number(s). **17807-A**

Sincerely yours,


Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

OCT 2 1993 10-8 5 AM

AMENDMENT NO. 1

INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT NO. 1 (the "Amendment") to the Lease of Railroad Equipment dated as of April 22, 1992 (the "Lease") between THE CIT GROUP/EQUIPMENT FINANCING, INC. ("Lessor") and INLAND STEEL FLAT PRODUCTS COMPANY, as assignee of Incoal Company ("Lessee"), is made as of September 9, 1992 between Lessor and Lessee.

R E C I T A L S :

- A. Lessor and Lessee are parties to the Lease pursuant to which the open top coal hoppers described in Annex A to the Lease (the "Unit(s)") were leased by Lessor to Lessee.
- B. Pursuant to Section 13 of the Lease, the rights and obligations of Incoal Company with respect to the Lease were assigned to Lessee on September 1, 1992.
- C. Lessor and Lessee desire that Lessor be allowed to replace any Unit during the term of the Lease.
- D. The parties desire to change the expiration date for the term of the Lease and the monthly rental for the Units.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties agree to amend the Lease as follows:

- 1. All terms defined in the Lease shall have the meanings defined therein when used in this Amendment.
- 2. This Amendment shall become effective on the date of its full execution by both parties.
- 3. Lessor may, at its expense, replace any Unit with equipment of similar specification and quality ("Replacement Unit") upon not less than thirty (30) days prior written notice to Lessee; provided, however, that if Lessor elects to replace any Unit, Lessee may, at its expense and within thirty (30) days of notification from Lessor, inspect and accept or reject any Replacement Unit prior to Lessor moving such Replacement Unit to the Delivery Point.
- 4. The first sentence in Section 3 of the Lease shall be replaced by the following:

"The term of this Lease with respect to each Unit shall commence on the date of delivery and acceptance of such Unit as provided in Paragraph 1 hereof and shall continue in full force and effect through and including ."

5. In the second paragraph of Section 3 of the Lease, the comma (,) after the number 1992 is replaced by a period (.) and the words "or until such time that Lessee request the delivery of the remaining Twenty-Four units associated with that certain Lease of Railroad Equipment between Helm Financial Corporation and Lessee, dated April __, 1992." are hereby deleted.
6. Retroactive to September 1, 1992, Lessee shall pay rent to Lessor for each Unit as follows:
- A. Effective as of September 1, 1992 and continuing through September 30, 1992 the rent shall be _____ per Unit per month.
- B. Effective October 1, 1992 and continuing through the date such Unit is returned to Lessor pursuant to the return provisions of the Lease, the rent shall be _____ per Unit per month.
7. Retroactive to September 1, 1992, "Lease Charges" shall mean the monthly rental for each Unit.
8. Except as expressly modified by this Amendment, all terms and provisions of the Lease shall remain in full force and effect.
9. This Amendment may be executed by the parties hereto in any number of counterparts, and all said counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS THEREOF, the Lessor and Lessee each pursuant to due authority have caused these presents to be signed in their respective corporate names.

THE CIT GROUP/EQUIPMENT
FINANCING, INC.

By: Catherine Spigitt
Title: Asst. Vice President
Date: 9/30/92

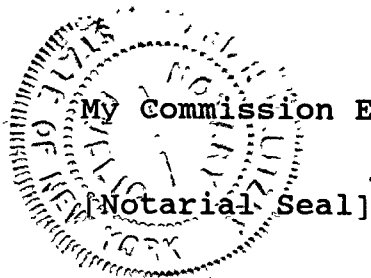
INLAND STEEL FLAT PRODUCTS
COMPANY

By: J. H. H. H.
Title: Vice President, IS&HRO
Date: September 24, 1992

STATE OF NEW YORK)
) §
COUNTY OF NEW YORK)

On this 30 day of September, 1992, before me personally appeared Catharine Stiglich, to me personally known, who, being by me duly sworn, says that he or she is Assistant Vice President of **CIT GROUP/EQUIPMENT FINANCING, INC.**, that said instrument was signed and sealed on behalf of said corporation and he or she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Marian Valitzky
Notary Public



My Commission Expires: 2-3-94
MARIAN VALITZKY
Notary Public, State of New York
No. 31-4991572
Qualified in New York County
Commission Expires 2-3-94

STATE OF INDIANA)
) §
COUNTY OF PORTER)

On this 24th day of September, 1992, before me personally appeared Fred Rocchio, to me personally known, who, being by me duly sworn, says that he or she is Vice President, IS & HRO of **INLAND STEEL FLAT PRODUCTS COMPANY**, that said instrument was signed and sealed on behalf of said corporation by authority of its President and Directors and he or she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Judith A. Brunson
Notary Public

My Commission Expires: MY COMMISSION EXP. JULY 26, 1995
JUDITH A. BRUNSON
NOTARY PUBLIC STATE OF INDIANA
PORTER COUNTY

[Notarial Seal]

